



306 South Water Street  
Silverton, OR 97381

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF SILVERTON, OREGON**

**and**

**Public Works Association/Laborer's Local 483**

**2022 – 2025**

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## **PREAMBLE**

This Agreement entered into by the City of Silverton, hereinafter referred to as the City, and the Public Works Association/Laborer's Local 483, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1: Recognition**

**Section 1.** The City recognizes the Association as the sole and exclusive bargaining agent for all regular employees of the City whose job classification titles appear in Addendum A.

**Section 2.** The probationary period for all affected positions within the City shall be twelve (12) months. Probationary employees shall serve at the pleasure of the City. Employees who are subsequently promoted or reassigned will serve an additional probationary period of 12 months in their new position. If an employee who has been reassigned or promoted does not pass their probationary period they will be returned to their former position if it is vacant.

Should the City determine that either of the above-described probationary periods are not satisfactory to properly assess the future success of the employee, the City can extend the probationary period for up-to an additional six (6) months.

**Section 3.** Recognition of the Association is for the sole purpose stated in Section 1 hereof and is not to be construed as limiting the functions and authority of the City Council or its administrative staff in any way except as expressly stated herein.

## **ARTICLE 2: Savings Clause**

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, are in violation of or made illegal through federal or state law or by the inability of the employer or the employees to perform to the terms of this Agreement (as provided in ORS 243.702), then upon the request by either party the invalid words or sections of this Agreement shall be reopened for negotiations. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

## **ARTICLE 3: Check Off and Individual Rights**

**Section 1.** The City agrees to deduct from the paycheck of each employee who so authorized it, regular monthly dues uniformly required of members of Laborers' Local 483 on behalf of the

employee involved. The amounts deducted shall be transmitted monthly to Laborers' Local 483 on behalf of the employees involved. Authorization by the employees shall be on forms furnished by the City and may be revoked by the employee upon request. The performance of this service is at no cost to Laborers' Local 483. No dues deductions will be made unless the City has a signed authorization form.

**Section 2.** The City shall inform all newly hired employees, at the time of their employment, that they are eligible for membership in the union and will endeavor to provide the name of the current steward for their work group as far as known to the employer. The City will endeavor to provide Laborers' Local 483 with the name and contact information for all new hires, within fourteen (14) days of hire. However, failure to do so shall not be grievable.

**Section 3.** Laborers' Local 483 agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against it as a result of the City's actions pursuant to Section 1 and Section 2 of this Article. Should the City make an unauthorized deduction for union membership, the City will notify the union. An adjustment for the error will be made during the next available submission of dues to the union and the City will restore the amount to the employee.

**Section 4.** The City and the Association jointly recognize that they are each required by law not to discriminate against any person by reason of Association membership or the absence thereof, age, race, religion, color, sex, including sexual orientation and gender identity, national origin, ancestry or the presence of a physical handicap, marital status or political affiliation.

Whenever the male or female gender is used in this Agreement, it shall be construed to include reference to he/she/they.

**Section 5. Association Activity.** Association activity will normally be carried on outside of working hours. However, it is recognized that reasonable limited deviations from this policy may be granted for such things as meetings, posting of Association notices, and distribution of literature which do not require substantial periods of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work, they are authorized and may be done without loss of pay to the employees involved.

- (a) Association meetings may be held on City property, with supervisor approval, after work hours and without compensation.

**Section 6. Bulletin Boards.** The City agrees to provide adequate space on existing bulletin boards in the Maintenance Shops, the Water Treatment Plant and the Wastewater Treatment Plant for use by the Association. All materials posted thereon by the Association shall be clearly identified as originating from the Association.

#### **ARTICLE 4: Management Rights**

It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's

business and to carry out its obligations, subject to such conditions, requirements and limitations as may exist under federal and state law. Therefore, unless specifically limited under this contract, the City retains the full and unrestricted right to operate and manage all bargaining unit employees, facilities and equipment, functions and programs; to set and amend budgets; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules; to contract and sub-contract any work; and to perform any other managerial functions not specifically limited by this contract. Therefore, the powers and authority which have not specifically been abridged, delegated or modified by a specific provision in this Agreement are retained by the City.

## **ARTICLE 5: Strikes and Lockouts**

**Section 1.** The Association agrees that during the term of this Agreement its members will not participate in a strike, work stoppage, slowdown or interruption of the City services. Any member of the Association participating in, honoring or engaging in any strike while on duty shall be subject to immediate discipline by the City.

**Section 2.** No lockout of employees shall be instituted by the City during the term of this Agreement.

## **ARTICLE 6: Settlement of Disputes (Grievance Process)**

**Section 1. Grievance and Arbitration Procedure.** To promote better relations, the parties agree to settle any dispute as to the meaning, interpretation or application of this contract by the following procedure:

**Step I:** The employer or the employee together with the Association may claim a breach of this Agreement in writing to the employee's immediate supervisor. Such written notice shall be given within ten (10) calendar days from the date the aggrieved party knew or reasonably should have known of the action giving rise to the grievance. The notice shall include:

A statement of the grievance and relevant facts including the date(s) of the alleged action, provision(s) of the contract violated, and remedies sought.

Nothing shall prohibit the employee from first attempting to resolve the grievance informally during this period. The supervisor shall respond to the grievance in writing within ten (10) calendar days with a copy to the Association.

**Step II:** If, after ten (10) calendar days from the date of submission of the grievance to the supervisor, the grievance remains unresolved, the grievance may be submitted by the Association within an additional ten (10) calendar days to the Director of Public Works, together with all material received to that date. The Director of Public Works may meet with the aggrieved party who may request an Association representative at the meeting. The Director of Public Works shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance or the informal meeting, whichever occurs later, with a copy to the Association.

**Step III:** If, after ten (10) calendar days from the date of the Director of Public Works' response, the grievance remains unresolved, the grievance may be submitted within an additional ten (10) calendar days to the City Manager, who shall meet with the aggrieved party and Association representative and shall respond to the grievance in writing within ten (10) calendar days with a copy to the Association.

**Step IV:** If, after ten (10) calendar days from the date of the City Manager's response, the grievance remains unresolved, the grievance may be submitted to mediation by the Association, if agreed upon by the City. If so, the City and the Association will jointly request a mediator from the Employment Relations Board.

**Step V:** Arbitration. If the grievance is still not resolved, it may within ten (10) calendar days be submitted to arbitration. An Arbitrator shall be selected in the following manner: A list of seven (7) arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until one name is left. The party requesting arbitration will strike first. The one name remaining after such striking shall be the arbitrator. The arbitrator shall render a decision in thirty (30) calendar days. The power of the arbitrator shall be limited to interpretation of the contract, and determining if it has been violated. The arbitrator shall have no authority to add to, modify or subtract from this Agreement. The decision shall be binding on both parties. The cost of the arbitration shall be shared equally by both parties; however, each party shall bear the costs of presentation of its proposal.

**Section 2. Time Limits.** Any time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such extension shall constitute abandonment of the grievance. Failure by the City to reply to a grievance within the specified time limits will be considered denial of the grievance at that step. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved. If the employee withdraws an active grievance without the acquiescence of the union, there will be no precedential value given to the positions of the parties in future similar grievances. A copy of any such withdrawal shall be provided to the Union.

**Section 3. Determination of Merit.** The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit

## **ARTICLE 7: Discipline and Discharge**

**Section 1.** Disciplinary action shall include the following, but not necessarily in this order:

- a) Written reprimand;
- b) Demotion;
- c) Suspension without pay; or

d) Discharge.

Disciplinary action will be based upon just cause.

Disciplinary action may be imposed upon any employee, in a progressive manner, for failing to fulfill his or her responsibilities as an employee. Serious violations, as determined by the City, may be dealt with by any of the above measures on the first offense or subsequent offenses if supported by just cause.

Conduct reflecting discredit upon the City, or which is a hindrance to the effective performance of City functions, shall be considered just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information or the withholding of information when making application for employment, or willful violation of departmental rules. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure.

If the department head or other supervisor has reason to discipline an employee, he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

**Section 2.** Corrective actions may be given to an employee. Corrective actions, including verbal warnings reduced to writing, counseling, and work improvement plans are not subject to the disciplinary process or grievance procedures and will not be placed in an employee's personnel file. Record of such actions may be maintained in supervisory files or in yearly evaluations. In the event an inquiry under an informal corrective action leads management to believe that formal discipline may be contemplated, the employee will be notified of the right to a representative.

## **ARTICLE 8: Sick Leave**

**Section 1. Accrual.** Employees shall be credited with eight (8) hours of sick leave for each month worked.

**Section 2. Utilization of Sick Leave.** Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave toward the following:

- Illness or injury when such illness or injury prevents the employee from performing the normal job duties of his position or other work which may be available;
- Medical or dental care provided such care cannot reasonably be obtained outside scheduled working hours;
- Quarantine if the employee has been exposed to a contagious disease which would pose an unacceptable health hazard to other employees were he allowed to work; or

- Illness in the employee's immediate family which requires the employee to stay home.

The term immediate family, as used in this Article, and Article 9, is defined to include the employee's spouse, (including their same gender domestic partner), parent, parent-in-law, (including the parent of the same-gender domestic partner), grandparent or grandchild of the employee, children (including biological, adopted, foster or, step children, as well as the child of an employee's same-gender domestic partner), or a person with whom the employee is in a relationship of "in loco parentis". "Domestic partner" means an individual joined in a domestic partnership, which means two (2) individuals of the same sex who have received a Certificate of Registered Domestic Partnership from the State of Oregon in compliance with ORS 432.173 and rules adopted by the State Registrar of the Center for Health Statistics.

**Section 3.** If the City has reason to believe that sick leave benefits are being abused, certification by an attending physician or at the City's option, a health care practitioner retained and paid by the City attesting to the need to be absent from work may be required as condition of eligibility for receipt of sick leave benefits. In any case, where such certification is required, the employee shall normally be so advised prior to the date of his return to work. Notwithstanding the foregoing, the City shall also have the right to take disciplinary action as a result of sick leave abuse.

**Section 4.** In the event an employee suffers from sickness and is unable to perform his duties, he shall notify his supervisor of his expected absence and the nature and expected length thereof, prior to the start of his regular work shift.

**Section 5. Integration with Workers' Compensation.** When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under Workers' Compensation and his regular salary. In such instances, prorated charges will be made against the employee's accrued sick leave. In no event will sick leave payments in addition to Workers' Compensation extend beyond one year from the date of the injury. If the injured employee is off work because of the injury for less than seven (7) days, and the employee has less than three (3) days accrued sick leave at the time of his injury, the City will advance the employee sufficient sick leave credit to ensure that he receives his regular salary for the first three (3) days of work lost because of the injury.

**Section 6.** An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the City in order to establish medical fitness for the duties of the position before returning to work.

**Section 7.** All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as follows: The City will allow up to one-half of the employee's accrued sick leave in the calculation of the employee's retirement benefit pursuant to statutes and the rules and regulations for the Public Employees Retirement System. Accrued sick leave shall be forfeited upon termination of employment for any other reason.

**Section 8.** No employee shall be entitled to sick leave while absent from duty due to the following

cause:

- Sickness or disability while on leave of absence without pay;
- Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the City;
- While on a paid holiday, scheduled vacation day or non-scheduled work day.

### **ARTICLE 9: Bereavement Leave**

In the event of death of a member of the employee's immediate family as defined below, the City shall grant necessary time off not to exceed forty (40) hours with pay for the purpose of making funeral arrangements and attending the funeral. Such leave will not be charged to sick leave or vacation leave. Requests for leave shall be directed to the Public Works Director or his/her designee.

Leave with pay of up to eight (8) hours may be granted when an Association member serves as a pallbearer for other than immediate family members. Bereavement leave shall not be lost in place of paid holidays, scheduled vacations or sick leave.

Bereavement leave runs concurrently with OFLA leave.

Immediate family is defined in Article 8, section 2.

### **ARTICLE 10: Holidays**

**Section 1.** Holidays recognized and observed are as follows:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Floating Holiday #1	At Employee's Discretion and Supervisor's Concurrence

**Section 2.** If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Employees

required to report to work on a holiday shall be paid for eight (8) hours of holiday pay at straight time as well as time and one-half (1.5x) for hours actually worked. Employees will be granted the choice of either pay or compensatory time off. If employees opt for compensatory time off, this time will be held in a bank separately from their FLSA comp time. Banked FLSA comp time, holiday time, and non-FLSA comp time all count toward the total comp bank cap. The cumulative total for all comp time banks shall not exceed forty (40) hours.

**Section 3.** If an employee has not used the floating holidays prior to the last day of June in the year in which it was earned, the balance of the unused hours will be added to the employee's vacation days.

## **ARTICLE 11: Vacation**

**Section 1. Eligibility and Allowance.** Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

All full-time employees shall accrue vacation time at the rate described in the schedule below:

First through fourth year	96 hours per year
Fifth through ninth year	120 hours per year
Tenth through fourteenth year	144 hours per year
Fifteenth year	192 hours per year

**Section 2.** Any employee who is laid off, discharged, retired, or separated from the City for any reason shall be paid for all unused vacation.

**Section 3.** A maximum of 240 hours of accrued vacation may be carried over from one fiscal year to the next. On July 1 of each year, each bargaining unit member will schedule vacation to use any balance above 240 hours. Such excess shall be used by October 1. If it is not used, the excess vacation shall be forfeited to the City. If the work of the City interferes with an employee's ability to use this vacation, the balance over 240 hours will be paid.

**Section 4.** Part-time employees who work (20) hours or more per week shall be eligible for vacation accrual on a pro-rata basis of the scheduled FTE.

## **ARTICLE 12: Fringe Benefits**

**Section 1. Retirement.** The City shall enroll eligible employees in the retirement plan available pursuant to statute, rules and regulations of the state of Oregon. The employer will pick-up the employee's six percent (6%) PERS contribution. In the event of legal or legislative action that prohibits or limits the employer's ability to continue to pick-up the employee 6% PERS contribution, the parties agree to open this Section for renegotiation to compensate the employees for any modification.

**Section 2. Life Insurance.** The City will provide for \$30,000 of full life insurance covering

each employee against both occupational and non-occupational related death, and will provide for accidental death or dismemberment up to a maximum of \$30,000.

**Section 3. Health Insurance.** The City shall provide medical, dental, and vision health insurance. Premiums will be as follows:

The City shall contribute the cost of the employee only insurance premium.

HDHP4 w/HSA (\$1,700 individual/\$3,400 family deductible):

- The City will contribute one-hundred percent (100%) toward dependent coverage.
- The City will fund seventy-five percent (75%) of the deductible amount through monthly installments to an HSA account.

Kaiser Plan B:

The City and the employee shall share the cost of dependent coverage, with the City contributing seventy percent (70%) and the employee contributing thirty percent (30%) for those employees on the Kaiser medical plan.

Dental:

The City and the employee shall share the cost of dependent coverage for dental insurance premiums as follows:

- ODS Dental II w/Ortho Rider:
  - o The City will contribute eighty percent (80%) and the employee will contribute twenty percent (20%).
- Kaiser Dental II w/Ortho Rider:
  - o The City will contribute seventy percent (70%) and the employee will contribute thirty percent (30%).
- Willamette Dental-A plan w/Ortho Rider:
  - o The City will contribute eighty percent (80%) and the employee will contribute twenty percent (20%).

The employee shall make his/her share of the contribution through payroll deduction.

In addition, the City will continue to make available a Section 125 medical premium deduction plan that allows pre-tax deduction of employee paid medical premium payments.

The City shall not change health and accident companies without first notifying the Association. In the event that the City does change health insurance providers, and the new provider allows for such a provision, the City and the Association will negotiate a cash payment amount for those employees who desire to opt out of the City's insurance plan. The City and Association will negotiate which, and how many, members within the Association may opt out of the City's insurance plan pursuant to the rules and regulations of the provider.

**Section 4. Deferred Compensation.** The City will make available to employees at least one Deferred Compensation Plan. All contributions to the plan shall be at the employee's option and cost.

**Section 5. Long Term Disability.** The City will provide Long Term Disability for each employee at no cost to the employee.

**Section 6. Clothing, Equipment & Uniforms.** The City shall provide clothing and safety equipment pursuant to applicable laws and regulations, based on a review performed by the City's insurance carrier or other similar resource acceptable to the parties. Only those items which are required by law or regulation shall be provided. The City may provide additional items, at their discretion, as deemed necessary.

**Section 7. Incentive Pay.** The City shall pay incentive pay to Association members who hold certificates or licenses in the following areas, and at the following rates:

- Spray Applicators License: two (2) percent of gross bi-weekly pay
- Backflow Tester/Specialist: two (2) percent of gross bi-weekly pay
- Certified Arborist: two (2) percent of gross bi-weekly pay
- Water (3 level) and/or Waste Water (4 level) treatment certifications, can be approved, upon request and depending on needs of the City. If approved, at two (2) percent incentive on the gross bi-weekly pay.

The City shall determine which association members qualify for incentive pay based on need and job descriptions.

**Section 8. Commercial Driver's License.** All Public Works Department field staff positions, excluding the Facilities Maintenance Worker, will require a CDL certification with Air Brakes and Tanker endorsements, as determined by the City. In order to support the Department's employees, the City shall be responsible for the costs of the CDL medical examination fee not covered by the employee's insurance. Current employees without a CDL will be treated under the 2018 – 2022 contract provisions.

## **ARTICLE 13: Hours of Work and Overtime**

**Section 1. Workweek.** The workweek is defined as a seven (7) day period commencing at 12:01 a.m., Monday and ending at 12:00 midnight on Sunday. However, the workweek for Sewer/Water Operators I & II's is defined as a seven-day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight Friday. Permanent alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and the employee(s) involved. Alterations to work hours and/or work days shall be accomplished by the supervisor(s) giving notification of seven (7) calendar days to the employee(s) involved. At no time shall supervisors or employees enter into an arrangement for work hours which violates Federal or State Wage and Hour Laws or this Agreement.

**Section 2. Overtime.** All actual work performed by an employee in excess of forty (40) hours per

week, or on his/her scheduled days off in the workweek (unless otherwise agreed upon by the employee and the City), shall be compensated through the payment of overtime pay at the rate of time and one-half or compensatory time off. All overtime shall be rounded to the nearest one-quarter hour. Hours worked for the purpose of computing overtime hours for employees shall include all hours worked as that term is used in the Fair Labor Standards Act (FLSA).

**Section 3. Form of Compensation.** For overtime, employees will be granted their choice: either receive pay at the rate of time and one half, or receive compensatory time off.

Compensatory time off may be granted at a rate of time-and-one half in lieu of cash compensation.

Compensatory time off shall not be allowed to accrue beyond forty (40) hours. Once the forty (40) hour maximum has been reached, the employee will receive cash compensation at the rate of time-and-one half on their regular, month-end paycheck.

**Section 4. Callback.** Callback for purposes outside the aforementioned scheduled forty (40) hour work week shall receive a minimum of two (2) hours overtime compensation as a callback premium, unless such callback is annexed within two (2) hours of the beginning of the employee's work shift, at which time overtime compensation will be for actual time worked. Callback does not apply when an employee is held over at the end of a shift or when the employee is able to access the callback from a remote access, at which time they will be compensated at a rate of fifteen (15) minutes for calls or online time. Callback time commences when the employee arrives at the City shop or needed location. If the employee is still on-site, still on-the-clock, or still within the 2-hour callback when another callback is initiated, that employee does not receive an additional two (2) hours, but rather stays on the overtime pay rate, if applicable.

Response from an employee on call back will be within a reasonable amount of time, defined as within fifteen (15) minutes.

**Section 5. No-Pyramiding.** In no event shall compensation be received twice for the same hours.

**Section 6. On-Call.** Employees required to be on-call are deemed waiting to be engaged and in order to be placed on-call, shall be provided a cell phone and/or pager if deemed necessary by the City. Employees shall be compensated one (1) hour at the overtime rate for each week-day of on-call status and two (2) hours at the overtime rate for each Saturday or Sunday, and for each holiday listed in Article 10 except for the floating holiday, of on-call status, which is not considered actual hours worked for purposes of calculating overtime.

Employees on on-call status must refrain from the use of intoxicants. See employee handbook for further description.

## ARTICLE 14: Wages

**Section 1. Wages.** Wages shall be in accordance with the provisions of "Addendum A" hereof, which by this reference is a part of this Agreement.

Effective July 1, 2022, the City will adjust the wage schedule outlined in “Addendum A” by the CPI- U West index for the annual change as of December of the prior year with a minimum of two percent (2%) and a maximum of four percent (4%) plus a 2% market adjustment, added at the same time as the CPI adjustment.

Effective July 1, 2023, the wage scale outlined in "Addendum A" will be increased by the CPI- U West index for the annual change as of December of the prior year with a minimum of two percent (2%) and a maximum of four percent (4%), plus a 1% market adjustment, added at the same time as the CPI adjustment.

Effective July 1, 2024, the wage scale outlined in "Addendum A" will be increased by the CPI- U West index for the annual change as of December of the prior year with a minimum of two percent (2%) and a maximum of four percent (4%), plus a 1% market adjustment, added at the same time as the CPI adjustment.

**Section 2. Pay Period.** Employees shall be paid on a bi-weekly schedule. Employees will be compensated on an hourly basis.

**Section 3. Step Plan.** New employees will be hired at Step 1 and advanced to Step 2 upon successful completion of a period of twelve (12) months of full-time employment. New employees hired above Step 1 shall be advanced after twelve (12) months of full-time employment. Eligibility for advancement to subsequent steps shall be upon completion of an additional twelve (12) months of full-time employment in the preceding step. The City may deny a step increase or extend a probationary period based upon substandard performance.

**Section 4. Longevity.** Effective upon execution, employees who achieve ten (10) years of unbroken seniority with the Silverton Public Works Department will, on their one-hundred and twenty-first (121st) month, be compensated with a fifty-dollar (\$50) per month.

Employees who achieve fifteen (15) years of unbroken seniority with the Silverton Public Works Department will, on their one-hundred and eighty-first (181st) month, be compensated with an additional fifty-dollar (\$50) per month, for a total of one-hundred dollars (\$100) per month.

Employees who achieve twenty (20) years of unbroken seniority with the Silverton Public Works Department will, on their two-hundred and forty-first (241st) month, be compensated with an additional fifty-dollar (\$50) per month, for a total of one-hundred and fifty dollars (\$150) per month.

## **ARTICLE 15: Layoff and Recall**

**Section 1. Layoff.** In the event of a layoff, the City shall layoff employees according to the anticipated future staffing needs of the City. Where there are several employees working in the same classification, the City will layoff on the basis of ability, skill, experience and prior discipline record. Assuming that the above is judged to be equal, the City will recognize seniority in the layoff of Public Works employees provided the senior employee is qualified to perform the work.

For purposes of this Article, seniority shall mean length of continuous service (including authorized leaves of absence) as an employee of the City of Silverton computed from the date of the employee's original hire (continuous service date).

**Section 2. Recall** Any position opening with the Public Works Department for which laid off employee(s) are qualified shall be offered to such laid off employee(s) before other applicants are hired, provided such openings occur within two (2) years of the date of layoff.

Specifically, the City shall send a registered letter, return receipt requested, to the last known address of the laid-off employee. Upon receipt of such letter, the laid-off employee shall have seven (7) days in which to notify the City of his intent to return to work and fourteen (14) days thereafter in which to return to work. Failure to do so will constitute a waiver of re-employment rights. Employees returning from layoff status to active employment shall have previously acquired seniority for purposes of vacation accrual and accrued sick leave reinstated, but shall not receive credit for the time of the layoff.

**ARTICLE 16: Working Out of Class**

**Section 1.** With written approval from the City Manager, employees assigned to work in a higher classification may receive a five percent (5%) wage differential if assigned for periods of two (2) consecutive weeks or longer (this excludes periods for vacation, sick leave, workshops, etc.) to that position in a higher class.

**Section 2.** In order to receive Working Out of Class pay, the employee must be assigned the full range of duties and have full authority and responsibilities of the position he/she is filling, except discipline for union members.

**ARTICLE 17: Duration and Termination**

**Section 1.** This contract shall be effective upon execution, except as otherwise specifically provided for, through June 30, 2025. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment are covered by this Agreement and shall continue to be subject to the City's direction and control.

**EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in Silverton, Oregon by the undersigned persons under the authority of and on behalf of the City of Silverton and the Public Works Association /Laborers Local 483.**

ASSOCIATION/UNION

  
Jeff Gritz (Oct 11, 2022 12:28 PDT)  
\_\_\_\_\_  
Jeff Gritz  
Business Manager/Sec-Treas.  
Oregon & Southern Idaho  
District Council of Laborers  
Date:

  
Brad Jensen (Oct 11, 2022 12:50 PDT)  
\_\_\_\_\_  
Brad Jensen, Union Steward  
Date:

  
Robert Hoffman (Oct 11, 2022 12:53 PDT)  
\_\_\_\_\_  
Robert Hoffman, Union Steward  
Date:

CITY OF SILVERTON

  
Ronald F. Chandler (Oct 11, 2022 15:25 PDT)  
\_\_\_\_\_  
Ron Chandler, City Manager  
Date:

  
Kyle B. Palmer (Oct 11, 2022 15:31 PDT)  
\_\_\_\_\_  
Kyle Palmer, Mayor  
Date:

## ADDENDUM A

CITY OF SILVERTON

PWA (Public Works Association)/Laborer's Local 483 (CBA)

Effective 7/1/2022

Percentage increase      6% (4% COLA, plus 2% Market Adjustment)

<b>Position</b>	<b>Step 1 (Hrly)</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step6</b>
Facilities Maintenance Worker	\$ 17.4567	\$ 18.3295	\$ 19.2460	\$ 20.2083	\$ 21.2187	\$ 22.2796
Parks Maint Worker II	\$ 20.0285	\$ 21.0299	\$ 22.0814	\$ 23.1855	\$ 24.3448	\$ 25.5620
Utility Worker I	\$ 20.0285	\$ 21.0299	\$ 22.0814	\$ 23.1855	\$ 24.3448	\$ 25.5620
Utility Worker II	\$ 21.7119	\$ 22.7975	\$ 23.9374	\$ 25.1343	\$ 26.3910	\$ 27.7106
Utility Worker III / Mechanic	\$ 25.0211	\$ 26.2722	\$ 27.5858	\$ 28.9651	\$ 30.4134	\$ 31.9341
Utility Worker III / Lead	\$ 25.0211	\$ 26.2722	\$ 27.5858	\$ 28.9651	\$ 30.4134	\$ 31.9341
Sewer/ Water Operator I	\$ 22.6290	\$ 23.7605	\$ 24.9485	\$ 26.1959	\$ 27.5057	\$ 28.8810
Sewer/ Water Operator II	\$ 24.8920	\$ 26.1366	\$ 27.4434	\$ 28.8156	\$ 30.2564	\$ 31.7692
Sewer/ Water Operator III	\$ 26.1366	\$ 27.4434	\$ 28.8156	\$ 30.2564	\$ 31.7692	\$ 33.3577
Mechanic	\$ 23.3263	\$ 24.4926	\$ 25.7172	\$ 27.0031	\$ 28.3533	\$ 29.7710

# Signature ready final CBA Silverton PWS 2022 - 2025

Final Audit Report

2022-10-11

Created:	2022-10-11
By:	Simone Stewart (sstewart@silverton.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAacDa2gxReXjhR6gY7WS0WH2QYIMgmb3S

## "Signature ready final CBA Silverton PWS 2022 - 2025" History

-  Document created by Simone Stewart (sstewart@silverton.or.us)  
2022-10-11 - 7:17:37 PM GMT
-  Document emailed to Jeff Gritz (jgritz@osidcl.org) for signature  
2022-10-11 - 7:19:22 PM GMT
-  Email viewed by Jeff Gritz (jgritz@osidcl.org)  
2022-10-11 - 7:27:40 PM GMT
-  Document e-signed by Jeff Gritz (jgritz@osidcl.org)  
Signature Date: 2022-10-11 - 7:28:23 PM GMT - Time Source: server
-  Document emailed to bjensen@silverton.or.us for signature  
2022-10-11 - 7:28:25 PM GMT
-  Email viewed by bjensen@silverton.or.us  
2022-10-11 - 7:46:39 PM GMT
-  Signer bjensen@silverton.or.us entered name at signing as Brad Jensen  
2022-10-11 - 7:50:39 PM GMT
-  Document e-signed by Brad Jensen (bjensen@silverton.or.us)  
Signature Date: 2022-10-11 - 7:50:41 PM GMT - Time Source: server
-  Document emailed to rhoffman@silverton.or.us for signature  
2022-10-11 - 7:50:43 PM GMT
-  Email viewed by rhoffman@silverton.or.us  
2022-10-11 - 7:51:40 PM GMT

 Signer rhoffman@silverton.or.us entered name at signing as Robert Hoffman  
2022-10-11 - 7:53:48 PM GMT

 Document e-signed by Robert Hoffman (rhoffman@silverton.or.us)  
Signature Date: 2022-10-11 - 7:53:50 PM GMT - Time Source: server

 Document emailed to Ron Chandler (rchandler@silverton.or.us) for signature  
2022-10-11 - 7:53:52 PM GMT

 Email viewed by Ron Chandler (rchandler@silverton.or.us)  
2022-10-11 - 10:24:43 PM GMT

 Signer Ron Chandler (rchandler@silverton.or.us) entered name at signing as Ronald F. Chandler  
2022-10-11 - 10:25:49 PM GMT

 Document e-signed by Ronald F. Chandler (rchandler@silverton.or.us)  
Signature Date: 2022-10-11 - 10:25:51 PM GMT - Time Source: server

 Document emailed to kpalmer@silverton.or.us for signature  
2022-10-11 - 10:25:53 PM GMT

 Email viewed by kpalmer@silverton.or.us  
2022-10-11 - 10:27:12 PM GMT

 Signer kpalmer@silverton.or.us entered name at signing as Kyle B. Palmer  
2022-10-11 - 10:31:29 PM GMT

 Document e-signed by Kyle B. Palmer (kpalmer@silverton.or.us)  
Signature Date: 2022-10-11 - 10:31:31 PM GMT - Time Source: server

 Agreement completed.  
2022-10-11 - 10:31:31 PM GMT